INTERCONNECTION ATTACHMENT

1. General.

This Interconnection Attachment (the "Attachment") together with Articles I, II and III (the "Agreement"), sets forth the terms and conditions under which GALLATIN and NTS will interconnect their networks for the transmission and mutual exchange of telephone exchange and exchange access traffic, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. This Attachment governs the provision and compensation of internetwork facilities (i.e., physical interconnection services and facilities), switched transport, and switched termination for Local and Non-IXC IntraLata Toll. This Attachment also sets forth the terms and conditions under which GALLATIN and NTS may provide the Meet-Point Billing ("MPB") of jointly provided Interexchange Carrier ("IXC") access between GALLATIN and NTS where the Parties have interconnection at a GALLATIN access tandem office. The interconnection services and facilities described in this Attachment shall be referred to herein collectively as "Services" and individually as "Service." Appendix C identifies the service locations where GALLATIN interconnects with NTS.

2. Service Arrangements Provided Under this Attachment.

2.1 Transport and Termination of Traffic.

The Parties shall terminate Local, Non-IXC IntraLata Toll, traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided herein in Section 2.3 or Section 2.5, respectively. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party ILECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 5.5 herein until NTS establishes arrangements with each Transit Counter-Party. NTS agrees to use commercially reasonable efforts to enter into agreements with Transit Counter-Parties as soon as possible after the Effective Date. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

2.2 Tandem Switched Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's tandem, as well as for traffic between either Party's Customers and any third party that is interconnected to the other Party's tandems. Gallatin's provisioning of local tandem interconnection assumes that NTS has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act. NTS is required to negotiate its own intermediary tandem agreements.

2.3 Direct Network Interconnection.

NTS may interconnect with GALLATIN on its network at any of the minimum points required by the FCC that are currently available in GALLATIN's existing network. Requests for interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, GALLATIN will work with NTS in all circumstances to install network interconnections within one hundred twenty (120) calendar days, absent extenuating circumstances. Internetwork connection

and protocol must be based on industry standards developed consistent with Section 256 of the Act.

2.3..1. Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are: (i) appropriate to support the type of interconnection requested; and (ii) available at the facility at which interconnection is requested.

2.3..1.1. A Mid-Span Fiber Meet is a network facility interconnection within an existing GALLATIN exchange area whereby the Parties mutually agree to jointly plan and engineer their facility interconnection at a designated manhole or junction location. The Interconnection Point ("IP") is the demarcation between ownership of the fiber transmission facility. The parties will mutually determine the controlling party. Each Party is individually responsible for its incurred costs in establishing this arrangement.

2.3..1.2. A Collocation Arrangement is a network facility interconnection at a GALLATIN Wire Center subject to the rates, terms, and conditions contained in applicable agreement or tariffs.

2.3..1.3. A Special Access Arrangement is a network facility interconnection terminating at a GALLATIN Wire Center subject to the rates, terms, and conditions contained in GALLATIN's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

2.3..2. The Parties will mutually designate at least one IP on GALLATIN's network within Gallatin's franchise area in each tandem serving area for the exchange of Local Traffic.

2.4 Trunking Requirements.

In accordance with Article II, Section 3.4, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

2.4.1. Switching Center Trunking. The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches where applicable, and directory assistance/operator service switches where applicable. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If two-way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection. For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. NTS shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

2.4.2 Each Party is responsible for determining how its' originating traffic will terminate to the other party.

2.4.3 Traffic Trunking. NTS and GALLATIN shall, where applicable, make available by mutual agreement the required trunk groups to handle different traffic types.

NTS and GALLATIN will support the provisioning of trunk groups that carry combined or separate Local Traffic and Non-IXC IntraLata Toll traffic. GALLATIN requires separate trunk groups from NTS to originate and terminate exchange access traffic used to provide Switched Access Service to IXCs. To the extent NTS desires to have any IXCs originate or terminate switched access traffic to or from NTS, using jointly provided switched access facilities routed through a GALLATIN access tandem, it is the responsibility of NTS to arrange for such IXC to issue an Access Service Request ("ASR") to GALLATIN to direct GALLATIN to route the traffic. The originating party will control how their originated traffic will be routed to the terminating party (i.e., Direct or via tandem). If GALLATIN does not receive an ASR from the IXC, GALLATIN will initially route the switched access traffic between the IXC and NTS. If the IXC subsequently indicates that it does not want the traffic routed to or from NTS, GALLATIN will not route the traffic.

2.4.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

2.4.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's tandem for those publicly disclosed NXX Codes served by end offices that directly subtend the tandem or to those wireless service providers that directly subtend the tandem in accordance with the LERG.

2.4.3.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.

2.4.3.4 For each Central Office ("CO") code used by NTS, NTS must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such CO code.

2.5 Indirect Network Interconnection.

The Parties agree that to the extent they exchange traffic through a third party's tandem, NTS will be required to negotiate its own intermediary tandem agreement with the appropriate EC(s).

2.6 Number Portability ("NP").

2.6.1 Interim Number Portability ("INP"). Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing Customers to change service-providing Party without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding ("RCF"). The requesting Party will provide "forward to" telephone number that is within the same Wire Center. The GALLATIN rates for INP service using RCF are set out in Appendix B of this Attachment and made a part of this Agreement.

2.6.2 Local Number Portability ("LNP"). The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.

2.6.2.1 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after NTS has provided a Bona Fide Request ("BFR") to convert specific GALLATIN wire centers to LNP capability.

2.6.2.2 New requests for INP will not be allowed in a switch once LNP has been deployed in that switch.

2.6.2.3 When NTS ports a telephone number to a(an) NTS switch, NTS will order meet point trunks to the access tandem which the NPA/NXX of the ported number subtends for terminating feature group D switched access traffic, as shown in the LERG.

2.7 Meet-Point Billing ("MPB").

The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service Customers via a GALLATIN access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

3. Operations Matters.

3.1 Service Ordering.

NTS initiates orders to establish, add, change or disconnect trunk-side interconnection services by sending an ASR to GALLATIN. NTS should submit ASRs to GALLATIN through fax or e-mail. NTS will order services for INP and LNP by sending a LSR to GALLATIN. The ordering process will be described in the GALLATIN CLEC Support Services Guide once it is completed. In the interim, NTS may submit orders to GRC. The ASR and/or LSR will be reviewed by GALLATIN for validation and correction of errors. Errors will be referred back to NTS. NTS will correct any errors that GALLATIN has identified and resubmit the request to GALLATIN through a supplemental ASR/LSR.

3.2 Trunk Provisioning.

3.2.1 Trunk Connections. Traffic exchange arrangement trunk connections shall be made at a DS1 or multiple DS1 level, DS3, or where technically available, Synchronous Optical Network ("SONET"), and shall be jointly engineered to the appropriate industry grade of service standard.

3.2.2 Signaling. Signaling System 7 ("SS7") Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling ("MF") will be used as specified.

3.2.3 64kbps Channel. The Parties will support intercompany 64kbps clear channel where available.

3.3 Trunk Forecasting.

3.3.1 CLEC Forecasting. The CLEC will develop forecasting of trunk groups in accordance with Article II, Section 3.4. Intercompany forecast information must be provided by the CLEC to Gallatin twice a year. The semi-annual forecasts will include:

semi-annual forecasted trunk quantities identified by quarter for no less than a five-year period (current year, plus four years);

3.3.2 Major Network Projects. NTS shall provide Gallatin with a description of major network projects that affect Gallatin and will be provided with the semi-annual forecasts provided pursuant to Section 3.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

3.4 Network Redesigns Initiated by GALLATIN.

GALLATIN will not charge NTS when GALLATIN initiates its own network redesigns/ reconfigurations nor will Gallatin reimburse NTS for any costs it incurs as a result of such network redesigns/reconfigurations.

3.4.1 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.

3.4.2 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.

3.4.3 Connection Through Signal Transfer Point ("STP"). GALLATIN uses a third party to provide STPs. Therefore, NTS must establish a STP in order to interconnect with GALLATIN's third party STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

4 Technical/Regulatory Requirements and Restrictions.

4.1 Interconnection Calling Scopes.

3.1.2 GALLATIN Tandem Interconnection calling scope (terminating usage from NTS) is to those GALLATIN end offices which subtend the GALLATIN tandem to which the connection is made except as provided for in Section 4.2.

4.1.2 GALLATIN End Office Interconnection calling scope (terminating usage from NTS) is only to the end office and its remotes to which the connection is made.

4.2 Number Resources.

3.1.2 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact NTS's right to employ or to request and be assigned any North American Numbering Plan ("NANP") number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by NTS shall be made directly to the NANP Number Plan Administrator. GALLATIN shall not be responsible for the requesting or assignment of number resources to NTS. The Parties agree that disputes arising from numbering assignment shall be resolved by the NANP Number Plan Administrator. NTS shall not request number resources to be assigned to any

GALLATIN switching entity.

4.2.2 Numbering/Dialing Arrangement Changes. Each Party shall be responsible for notifying its Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

4.3 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end user Customers, NTS shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign blocks of NPA-NXX codes unique to each Rate Center within which NTS is providing Local Exchange Service.

4.4 Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

4.5 Connections.

If NTS orders a line side connection, NTS will be billed according to the tariff rates for both local and toll services. If NTS orders a trunk side connection, NTS will be billed according to the rates in the Interconnection Appendix A. Trunk side connections require NTS to have dedicated trunks between the GALLATIN office and the NTS switching location. NTS will be liable under a trunk side connection for all calls transiting through and/or terminating in another LEC territory. NTS will hold GALLATIN harmless for any claim made by any LEC for charges for usage originated by NTS.

4.6 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

4.7 Maintenance of Tariffs.

NTS and GALLATIN will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect any Meet-Point Billing arrangement between the Parties entered into pursuant to this Agreement, including MPB percentages.

5 Financial Matters.

10.1 Rates and Charges.

The receiving Party agrees to pay to providing Party the rates and charges for the Services described in the applicable Appendices to this Attachment, which constitutes part of this Agreement. Rates and charges for transport and termination of traffic are set forth in Appendix A of this Attachment and made a part of this Agreement. Rates and charges for INP using RCF are set forth in Appendix B of this Attachment and made a part of this Agreement.

10.1 Billing.

The providing Party shall render to receiving Party a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

5.3 Taxes.

If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, surcharge or fee and said law also provides an exemption procedure, then GALLATIN will not bill or collect such tax only if NTS: (i) furnishes GALLATIN with a completed copy of the taxing authority's exemption certificate specifically for NTS for the services to be purchased; and/or (ii) supplies GALLATIN with an indemnification agreement, acceptable to GALLATIN, which indemnifies GALLATIN for all costs that GALLATIN may incur if a taxing authority disallows the claimed exemption, including, but not limited to, all taxes, fines, penalties, interest and attorneys' fees, and holds GALLATIN harmless on an after-tax basis with respect to forbearing to collect such Tax. GALLATIN will bill NTS for all taxes that do not have a valid taxing authority exemption certificate on file.

5.4 Billing Specifications.

The Parties agree that best efforts will be used such that billing requirements and outputs will be consistent with Telcordia Technologies Billing Output Specifications ("BOS").

5.4.1 Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called customer, whichever occurs first.

5.4.2 Minutes of use ("MOU"), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

5.5 Compensation For Exchange Of Traffic.

5.5.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' Customers in accordance with Section 5.5.3 following at rates listed in Appendix A. Charges for the transport and termination of non-IXC IntraLata Toll and interexchange traffic shall be in accordance with Section 5.7 following. End Users toll calls billed to CMRS providers (Reverse Toll Billing) are not included.

5.5.2 PLU Factors. NTS and GALLATIN will provide Percent Local Usage ("PLU") factors to each other on a semi-annual basis to identify the proper percent of Local Traffic carried on interconnection trunks. PLU's shall be reported in whole numbers only. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The Parties agree to the initial PLU factor as set forth in Appendix A.

5.5.3 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' Customers is roughly balanced between the Parties

unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic. Internet traffic is not local traffic for purposes of this Agreement, and, therefore, it is not subject to measurement or compensation under this section. The parties agree that any subsequent decisions entered or rules promulgated by the FCC shall control both the jurisdictional designation and compensation requirements for Internet traffic. Either Party may request, pursuant to Article III, Section 5.11, that a traffic study be performed no more frequently than twice a year. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty (60) percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence on a going forward basis pursuant to the rates set forth in Appendix A and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in Section 5.5 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section.

5.6 Tandem Switched Traffic.

The Parties shall compensate each other for tandem switched local traffic as follows:

5.6.1 Compensation Arrangements. The originating Party will compensate the tandem Party for each minute of originated tandem switched local traffic which terminates to a third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A. The originating Party also assumes responsibility for compensation to the company that terminates the call.

5.6.2 Third-Party Providers. The Parties agree to enter into their own agreements with third-party providers. In the event that NTS sends traffic through GALLATIN's network to a third-party provider with whom NTS does not have a traffic interexchange agreement, then NTS agrees to indemnify GALLATIN for any termination charges rendered by a third-party provider for such traffic.

5.7 Compensation for Internetwork Facilities.

The Parties agree to the following compensation for dedicated internetwork facilities, depending on facility type. Only switched Local Traffic, traffic and Non-IXC IntraLata Toll Traffic will be used for calculation of this compensation.

5.7.1 Mid-Span Fiber Meet. GALLATIN will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the IP and GALLATIN's interconnection switch. Subject to mutual agreement of the Parties, the Parties may agree to interconnect utilizing alternative interconnection arrangements. Facility charges for switched Local Traffic, traffic and Non-IXC IntraLata Toll Traffic will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GALLATIN. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated semi annually in like manner or as the Parties otherwise agree. NTS will charge flat rated transport (i.e., non-usage sensitive) to GALLATIN for NTS facilities used by GALLATIN at tariffed rates or as mutually agreed. NTS will apply charges based on the airline mileage from the IP to the NTS switch. Facility charges will be reduced to reflect the proportionate share of the facility

that is used for transport of traffic originated by NTS.

5.7.2 100% Ownership.

5.7.2.1 If NTS builds facilities to the GALLATIN central office, NTS will charge GALLATIN flat rated transport to reflect the proportionate share of the facility that is used for transport of switched Local Traffic, traffic and Non-IXC IntraLata Toll traffic originated by GALLATIN. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated semi annually in like manner or as the Parties otherwise agree. NTS will charge flat rated transport to GALLATIN at rates no higher than rates charged by GALLATIN to NTS. NTS will apply charges based on the airline mileage from the NTS switch to the GALLATIN switch.

5.7.2.2 If GALLATIN builds facilities to the NTS central office, GALLATIN will charge NTS flat rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by NTS. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated semi annually in like manner or as the Parties otherwise agree. GALLATIN will charge flat rated transport to NTS at approved intrastate access tariff rates. GALLATIN will apply charges based on the airline mileage from the GALLATIN switch to the NTS switch.

5.8 Meet-Point Billing ("MPB") and Exchange Access Service

5.8.1 Trunk Side Connection. The trunk side connection must be at a GALLATIN tandem with trunks dedicated to NTS only. NTS's NPA NXX must reside at the NTS switching entity.

5.8.2 Billing. As detailed in the MECAB document, NTS and GALLATIN may exchange all information necessary to accurately, reliably and promptly render a bill for usage between a GALLATIN access tandem and NTS. Information would be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or where available, Electronic File Transfer protocol. If the billing information is not provided, GALLATIN has the right to terminate the MPB arrangement.

5.8.3 Compensation. Billing to Access Service Customers for the Switched Access Services jointly provided by NTS and GALLATIN via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the Access Service Customer for the portion of service it provided at the appropriate tariff, or price list.

5.8.4 Database. Meet-Point Billing may only be performed when all National Exchange Carrier Association ("NECA") databases (FCC Tariff 4) have been updated by NTS.

APPENDIX A TO THE INTERCONNECTION ATTACHMENT
RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in the Interconnection Attachment and are subject to change resulting from future Commission or other proceedings, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

A. The End Office Local Interconnection rate element applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **$.005775**.

B. The Tandem Switching rate element applies to traffic routed to a GALLATIN tandem on a minute of use basis. The tandem switching rate is **$.002147**.

C. The Common Transport Facility rate element applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **$.002765**.

D. The Tandem Transiting Charge, where applicable, is comprised of the following rate elements:

Tandem Switching:	=	**$.002147**
Tandem Transport	=	**$.002765**
Transiting Charge:	=	**$.004912**

E. Initial Factors:

1.	PLU	**100%**
2.	Initial Proportionate Share Factor	**50%**

APPENDIX B TO THE INTERCONNECTION ATTACHMENT
RATES AND CHARGES FOR INTERIM NUMBER PORTABILITY USING RCF

APPENDIX C TO THE INTERCONNECTION ATTACHMENT
SERVICE LOCATIONS FOR GALLATIN/NTS INTERCONNECTION

GALLATIN End Office CLLI Code	TYPE OF CONNECTION	GALLATIN Tandem CLLI Code	NTS End Office CLLI Code	NTS Tandem CLLI Code
PEKNILXDDS0	Collocation			
GLBGILXDDS0		GLBGILXD50T		
DIXNILXADS0		DIXNILXA50T		

UNBUNDLED NETWORK ELEMENTS ("UNEs") ATTACHMENT

1. General.

This Unbundled Network Elements ("UNEs") Attachment (the "Attachment"), together with Articles I, II and III (the "Agreement"), sets forth the terms and conditions under which GALLATIN will provide UNEs to NTS pursuant to this Agreement. Unless otherwise specified in this Attachment, the ordering, provisioning, billing and maintenance of UNE offerings will be governed by the GALLATIN CLEC Support Services Guide found on GALLATIN's website (www.GallatinRiver.com), when available. GALLATIN will provide UNE offerings pursuant to this Attachment only to the extent they are Currently Available in GALLATIN's network and on a first come, first serve basis. GALLATIN will offer UNEs only on currently existing facilities. GALLATIN will not accept UNE orders that require the construction of new facilities.

Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights to challenge the legality and/or propriety of any FCC rulings.

The Parties understand that both industry and GALLATIN standards and processes applicable to UNEs, including, without limitation, loop qualification, ordering, provisioning, OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes, and to document the same for purposes of this Agreement, as necessary and appropriate. NTS is responsible for any costs it incurs resulting from this section.

The UNEs hereunder shall only be made available and shall only be used, for the provision of Telecommunication Service, as that term is defined by the Telecommunications Act of 1996 (the "Act").

2. Description of Individual UNE Offerings.

GALLATIN will provide NTS with the following UNEs pursuant to this Attachment:

2.1 Local Loops.

The local loop UNE is defined as the transmission facility (or channel or group of channels on such facility) that extends from a Main Distribution Frame ("MDF"), or its equivalent, in a GALLATIN Central Office Switch or Wire Center up to and including the loop "demarcation point", including intrabuilding cabling owned by GALLATIN. The loop demarcation point is that point on the loop facility where GALLATIN's ownership and control end and the subscriber's ownership and control begin. Generally, loops are provisioned as 2-wire or 4-wire copper pairs running from the Central Office Switch MDF to the subscriber's premises. However, a loop may be provided via other means, including radio frequencies, as a channel on a high-capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber's premises via a copper or coaxial drop or other facility. The loop includes all features, functions and capabilities of such transmission facilities, including attached electronics (except those electronics used for the provision of advanced services, such as digital subscriber line access multiplexers ("DSLAMs")) and line conditioning. The types of unbundled loops that may be made available to NTS under this Attachment are:

2.1.1 "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz. A 2-wire analog loop may include load coils, bridge taps, etc. This facility also may include carrier derived facility

components (i.e., pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. GALLATIN does not guarantee data modem speeds on a 2-wire analog loop. In addition, GALLATIN does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. 2-Wire analog loops are only available where analog technology is in place.

2.1.2 "4-Wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. GALLATIN does not guarantee data modem speeds on a 4-wire analog loop. In addition, GALLATIN does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. 4-Wire analog loops are only available where analog technology is in place.

2.1.3 A "2-wire HDSL Capable Loop" must be provisioned over copper facilities and will contain no load coils and minimum allowable bridge tap. Additional loop conditioning charges shall apply for the removal of the aforementioned types of equipment. In addition, when utilizing ADSL technology, NTS is responsible for limiting the Power Spectral Density ("PSD") of the signal to levels specified in Clause 6.13 of the ANSI T1.413 ADSL Standard. NTS is responsible for supplying the electronics necessary for providing ADSL service to their end users.

2.1.4 A "4-Wire HDSL Capable Loop" is a transmission facility that is provisioned on copper facilities. The insertion loss is measured between 100W termination at 200 kHz, in which case loss should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms.

2.1.5 A "4-Wire DS1 Loop" will support a digital transmission rate of 1.544 Mbps. DS1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects.

2.1.6 A "DS3 Loop" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. The DS3 loop provides the equivalent of 28 DS1 channels and shall include the electronics at either end.

2.1.7 Gallatin does not guarantee it can provision 2-Wire HDSL capable loops to all portions of its service area, due to technical and/or facility limitations. In instances where Gallatin is not able to provision 2-Wire HDSL capable loops, Gallatin will use its best efforts to provide ADSL: capable 2-Wire loops. Such loops will be offered, where available, at the same rates, terms and conditions as 2-Wire HDSL capable loops. At Gallatin's discretion, any or all such ADSL capable loops will be converted to HDSL capable loops and facilities and technological advancements permit.

2.2 Subloops.

The Subloop UNE is defined as any portion of the loop that is technically feasible to access at the terminals (access terminals) in GALLATIN's outside plant, including intrabuilding cabling. An access terminal is any point on the loop: (i) where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within; and (ii) that contains cables and their respective wire pairs that terminate on screw posts. To the extent they qualify under the preceding sentence, such points may include, but are not limited to, the pole or drop pedestal, network interface device ("NID"), minimum point of entry, single point of interconnection, the MDF, the remote terminal, and the feeder/distribution interface. In addition, subject to the requirements and limitations of the Collocation Attachment, NTS has the option of collocating a DSLAM (or its functional equivalent) in GALLATIN's remote terminal ("RT") at the fiber/copper interface point. When NTS collocates its DSLAM at GALLATIN's RT, GALLATIN will provide NTS

with access to Subloop UNEs to allow NTS to access the copper portion of the loop. The Subloop UNEs made available to NTS under this Attachment are:

2.2.1 "Feeder Subloop UNE" is a transmission path extending from the MDF located in GALLATIN's Central Office Switch or Wire Center to the feeder distribution interface ("FDI"), or its functional equivalent, at a GALLATIN cross-connect box. Feeder Subloop UNEs may be configured as "2-Wire Feeder" or "4-Wire Feeder", both of which may include load coils, bridge taps, etc. When utilizing ADSL technology, NTS is responsible for limiting the Power Spectral Density ("PSD") of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard. GALLATIN will not provide the electronics required for NTS to provide xDSL service.

2.2.2 "Distribution Subloop UNE" is a transmission path extending from the FDI, or its functional equivalent, at a GALLATIN cross-connect box, up to and including the demarcation point at an end user's premises. Unbundled Subloop Distribution Elements may be configured as "2-Wire Distribution" or "4-Wire Distribution", both of which may include carrier derived facility components (i.e., pair gain applications, loop concentrators/multiplexers). Distribution Elements are not available to NTS where GALLATIN has provisioned its local network utilizing Digital Subscriber Technology ("DAMLs"). When utilizing ADSL technology, NTS is responsible for limiting the PDS of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standard. GALLATIN will not provide the electronics required for NTS to provide xDSL service.

2.2.3 "Drop Subloop UNE" is a transmission path extending from a terminal, such as a pole or pedestal, to the end user premises. Drop Subloop UNEs will be offered on a per pair basis.

2.3 Intrabuilding Cabling.

The Intrabuilding Cabling UNE is defined as all loop plant owned by GALLATIN on an end user premises as far as the point of demarcation.

2.4 Network Interface Device ("NID").

The NID UNE is defined as any means of interconnection of end user inside wiring to GALLATIN's distribution/loop plant. To gain access to an end user's inside wiring, NTS may connect its own loop directly to GALLATIN's NID where NTS uses its own facilities to provide local service to an end user formerly served by GALLATIN, as long as such direct connection does not adversely affect GALLATIN's network. If a NID is not currently in use at the premises being served, Gallatin will install the NID, at no charge to NTS,

2.5 Local Circuit Switching.

The local circuit switching UNE is defined as: (i) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (ii) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (iii) all features, functions and capabilities of the switch. GALLATIN reserves the right not to provide circuit switching as a UNE where the switch is not capable of providing the requested feature or function. At NTS's request, GALLATIN will make available the following types of Circuit Switching as UNEs:

2.5.1 Analog Line Side Port. An analog line side port[1] is a line side switch connection used to provide basic residential- and business-type exchange services.

2.5.2 ISDN BRI Digital Line Side Port. An ISDN BRI digital line side port is a basic rate interface ("BRI") line side switch connection used to provide ISDN exchange services.

2.5.3 DS1 Digital Trunk Side Port. A DS1 digital trunk side port is a trunk side switch connection used to provide the equivalent of 24 analog incoming trunk ports.

2.6 Local Tandem Switching.

The Local Tandem Switching UNE is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of the connecting of trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate Central Office Switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

2.7 Dedicated Transport.

The Dedicated Transport UNE is defined as GALLATIN interoffice transmission facilities, including all technically feasible capacity-related services, including, but not limited to, DS1 and DS3 levels, dedicated to a particular end user or carrier, that provide telecommunications between Wire Centers owned by GALLATIN or NTS, or between Central Office Switches owned by GALLATIN or NTS.

2.8 Shared Transport.

The Shared Transport UNE is defined as interoffice transmission facilities shared by more than one carrier, including GALLATIN, between Central Office Switches, between Central Office Switches and tandem switches, and between tandem switches, in GALLATIN's network. Shared transport (also known as common transport) provides the shared use of interoffice trunk groups and tandem switching that are used to transport switched traffic, originating or terminating on a GALLATIN port, between Central Office Switching entities. Shared transport will include tandem switching if GALLATIN's standard network configuration includes tandem routing for traffic between these points. Shared transport is provided automatically in conjunction with port and local circuit switching. GALLATIN reserves the right not to provide shared transport as an UNE where the requested service is not available.

2.9 OSS.

The OSS UNE is defined as operations support system functions consisting of pre-ordering (including nondiscriminatory access to the same detailed information about loop qualification information that is available to GALLATIN), ordering, provisioning,

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[1]A Port provides for the interconnection of individual Loops to the switching components of GALLATIN's network. In general, the port is a line card or trunk card and associated peripheral equipment on a GALLATIN Central Office Switch that serves as the hardware termination for the Customer's Exchange Service on that switch, generates dial tone, and provides the end user access to the Public Switched Telecommunications Network ("PSTN"). Each line-side port is typically associated with one (or more) telephone numbers(s), which serve as the Customer's network address. A port also includes local switching, which provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the Central Office Switch. When NTS orders an unbundled port, NTS has the option to submit a Directory Service Request ("DSR") to have the listings included in GALLATIN's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR. GALLATIN will honor NTS Customers' preferences for listing status, including non-published and unlisted, and will enter the listing in the GALLATIN database which is used to perform DA functions as it appears on the LSR.

maintenance and repair, and billing functions supported by GALLATIN's databases and information. Until such time as a real-time, electronic-like interface is made available to NTS by GALLATIN, GALLATIN shall enable NTS to perform all pre-ordering and ordering functions email to martinb@gallatinriver.com including loop qualification information. NTS will be provided the same information that GALLATIN provides to itself in order to allow NTS to determine if a loop is available and qualifies for service based on the end user's telephone number or street address.

At such time as OBF has established standards for pre-order loop qualification, the Parties will cooperate to implement pre-order loop qualification functions.

3 Operations Matters.

3.1 UNE Loop Questionnaire.

NTS will be required to complete the GALLATIN UNE Loop Questionnaire before UNE loop orders will be processed. The UNE Loop Questionnaire will provide the information necessary to determine if the requested loops will require conditioning.

3.2 Pre-Ordering and Loop Pre-qualification.

3.2..1. During pre-ordering, GALLATIN shall provide NTS with minimum nondiscriminatory loop qualification information, within a reasonable amount of time after the NTS request. GALLATIN shall provide detailed loop qualification information on an order by order request as required by applicable FCC rules and orders including, but not limited to, the following where available:

3.2..1.1. the composition of the available loop material (including without limitation fiber optics and copper);

3.2..1.2. the existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers) where available;

3.2..1.3. loop length, including the segment length and location of each type of transmission media;

3.2..1.4. loop length by wire gauge, where available;

3.2..1.5. the electrical parameters of the loop; and

3.2..1.6. whether the loop requires conditioning.

3.2..2. Initially, GALLATIN will only provide the information listed above for loop qualification. If NTS requires additional loop make-up information, NTS will be billed based on time and charges at a minimum of two-hours.

3.2..3. NTS shall request pre-ordering information e-mail. The pre-ordering request should be e-mailed to martinb@gallatinriver.com. The telephone number for questions regarding pre-ordering information is 309-345-2351.

3.3 Ordering.

3.3..1. General.

The ordering procedures for UNEs are described in the GALLATIN CLEC Support Services Guide when available. Gallatin agrees to accept orders, in the interim, until the CLEC Support Services Guide is developed and available.Complete and accurate forms (containing the requisite end user information as described in the GALLATIN CLEC Support Services Guide) must be provided by NTS before a request can be processed. ASRs and/or LSRs submitted by NTS will be reviewed by GALLATIN for validation and correction of errors. Errors will be referred back to NTS. NTS will correct any errors that GALLATIN has identified and resubmit the request to GALLATIN through a supplemental ASR/LSR. Pre-ordering does not guarantee the availability of a given UNE. Rather, GALLATIN must receive a firm order after the pre-order to ensure NTS's access to the UNE ordered, within 10 business days. Submission of orders can be made with the UNE Loop Questionnaire or after pre-qualification.

3.4 Unauthorized Changes.

If an end user notifies GALLATIN that they did not authorize NTS to provide local exchange services, NTS must provide GALLATIN with the end user's signed documentation of authorization. If NTS cannot provide written documentation of authorization within five (5) business days from the date of the request, NTS must within three (3) business days thereafter:

3.4.1 notify GALLATIN via a letter to change the end user back to its original telecommunications provider before the change to NTS was made;

3.4.2 provide any end user information and billing records NTS has obtained relating to the end user to the telecommunications provider previously serving the end user; and

3.4.3 notify the end user and the original telecommunications provider that the change has been made.

Furthermore, GALLATIN will bill NTS an unauthorized change charge

3.5 Letter of Agency ("LOA").

GALLATIN will not release Customer (end user) proprietary network information ("CPNI") to NTS on GALLATIN end user accounts unless NTS first provides to GALLATIN an end user signed Letter of Agency ("LOA"). Such LOAs may be a signed hand written letter or other form containing pertinent information as stated in the GALLATIN CLEC Support Services Guide, when available. The LOA will authorize the release of such information to NTS or if state or federal law provides otherwise, in accordance with such law. An LOA may be required to assist GALLATIN in processing an order for UNEs provided in cases in which the end user currently receives local exchange or Exchange Access service from GALLATIN or from a CLEC other than NTS.

3.6 Provisioning.

GALLATIN will provision NTS orders for UNEs once a firm order is received. GALLATIN shall provide power to such elements on the same basis as GALLATIN provides to itself.

4.2.1 In certain situations, GALLATIN utilizes pair gain technology, such as Integrated Digital Loop Carrier ("IDLC") or analog carrier, to provision facilities. GALLATIN may not be able to provision a loop UNE in such cases. Where GALLATIN can provision a Local Loop UNE using pair gain technology, the capabilities of such Local Loop UNE may be limited. If NTS orders a loop UNE that would normally be provisioned over facilities using pair gain technology, GALLATIN will use alternate facilities to provision the loop UNE if alternate facilities are Currently Available. If alternate facilities are not Currently Available, GALLATIN will advise NTS that facilities are not available to provision the requested loop UNE.

3.7 Bona Fide Request Process.

The Bona Fide Request ("BFR") process must be used when NTS requests INP, LNP, or any other service at a specific Central Office where GALLATIN is currently not providing such services. In addition, a BFR is required for each and every Subloop request. The following guidelines shall apply to the BFR process.

3.7.1 A BFR shall be submitted in the form of a written letter sent Certified Mail to GALLATIN Industry Relations by NTS and shall specifically identify the location and include all technical requirements, space requirements and/or other such specifications that clearly define the request such that GALLATIN has sufficient information to analyze and prepare a response.

3.7.2 NTS may cancel a BFR in writing at any time prior to NTS and GALLATIN agreeing to price and availability. GALLATIN will then cease analysis of the request.

3.7.3 Within five (5) business days of GALLATIN's receipt of the BFR, GALLATIN shall acknowledge in writing its receipt of same and identify a single point of contact and any additional information needed to process the request.

3.7.4 Except under extraordinary circumstances, within thirty (30) business days of GALLATIN's receipt of the BFR, GALLATIN shall provide a proposed price and availability date, or GALLATIN will provide an explanation as to why GALLATIN elects not to meet NTS's request. In cases of extraordinary circumstances, GALLATIN will inform NTS as soon as it realizes that it cannot meet the thirty (30) business day response due date. NTS and GALLATIN will then determine a mutually agreeable date for receipt of the request.

3.7.5 Unless NTS agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by NTS, in accordance with the applicable provisions of this Agreement.

3.7.6 Upon affirmative response from GALLATIN, NTS will submit in writing its acceptance or rejection of GALLATIN's proposal. If at any time an agreement cannot be reached as to the terms and conditions and/or price of the request, the Dispute Resolution procedures described in Article III, Section 3 herein may be used by a Party to reach a resolution.

3.8 Connections.

3.8.1 General. With the exception of the Shared Transport UNE, the UNEs specified above may be directly connected to NTS facilities or to a third-party's facilities designated by NTS to the extent technically feasible. Direct access to loops,

subloop, port and local switching, and dedicated transport that terminates in a GALLATIN Premises must be accomplished via a collocation arrangement in that Premises, typically a POTs bay. In circumstances where collocation cannot be accomplished in the Premises, the Parties agree to negotiate for possible alternative arrangements.

3.8.2 NID. In order to minimize adverse effects to GALLATIN's network, the following procedures shall apply regarding NID connection:

3.8.2.1 When connecting its own loop facility directly to GALLATIN's NID for a residence or business end user, NTS must make a clean cut on the GALLATIN drop wire at the NID so that no bare wire is exposed. NTS shall not remove or disconnect GALLATIN's drop wire from the NID or take any other action that might cause GALLATIN's drop wire to be left lying on the ground.

3.8.2.2 At multi-tenant end user locations, NTS must remove the jumper wire from the distribution block (i.e., the NID) to the GALLATIN cable termination block. If NTS cannot gain access to the cable termination block, NTS must make a clean cut at the closest point to the cable termination block. At NTS's request and discretion, GALLATIN will determine the cable pair to be removed at the NID in multi-tenant locations. NTS will compensate GALLATIN for the trip charge necessary to identify the cable pair to be removed.

3.8.2.3 GALLATIN loop elements leased by NTS will be required to terminate only on a GALLATIN NID. If NTS is leasing a GALLATIN loop and wants to connect such loop to a(an) NTS NID, NTS also will be required to lease a GALLATIN NID for the direct loop termination and effect a NID-to-NID cross connection.

3.8.2.4 Rather than connecting its own loop directly to GALLATIN's NID, NTS also may elect to install its own NID and effect a NID-to-NID cross connection to gain access to the end user's inside wiring.

3.8.2.5 If NTS provides its own loop facilities, NTS may elect to move all inside wire terminated on a GALLATIN NID to one provided by NTS. In this instance, a NID-to-NID cross connection will not be required. NTS, or the end user's premises owner, can elect to leave the disconnected GALLATIN NID in place, or to remove the GALLATIN NID from the premises and return to Gallatin.

3.8.2.6 GALLATIN agrees to offer its NIDs to NTS for lease, but not for sale. NTS can place its own identification on such NID. Gallatin shall include the NID within the loop price to NTS. However, should NTS elect to utilize a Gallatin NID without the Loop, then the NID recurring charge for the NID shall apply.

3.8.3 Subloops. To gain access to a Feeder Subloop UNE, NTS must be collocated (subject to the terms and conditions of the Collocation Attachment and/or applicable GALLATIN tariff) within the GALLATIN Central Office Switch where the Feeder Subloop UNE is being requested. NTS must also be collocated at either a DLC or GALLATIN cross-connect box where the Feeder Subloop UNE terminates.

3.8.3.1 To gain access to a distribution Subloop UNE, NTS must be collocated at either a DLC or cross-connect box that serves the end user's address. In the event NTS causes disruption to other subscribers or to the network, Gallatin shall charge NTS the appropriate time and materials charges to remedy the disruption.

3.8.3.2 To gain access to a Drop Subloop UNE, NTS must be collocated at the terminal, such as a pole or pedestal, that serves the end user's address.

3.9 Line Conditioning.

4.2.1 General. For the charge(s) described in Appendix A, NTS may order conditioning of shared lines and those lines that are unbundled pursuant to this Attachment to remove load coils, bridge taps, low pass filters, range extenders and other devices to allow such lines to be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL services, or, in the case of analog lines, to meet specific transmission parameters. Dedicated transport may be conditioned for DS1 clear channel capability.

3.10 Performance, Repair, Testing and Maintenance.

3.10.1 General. Upon NTS's request, and for the charge(s) described in Appendix A, GALLATIN will test and report trouble for all features, functions, and capabilities of conditioned lines, subject to all of the following limitations and conditions:

3.10.1.1 Such testing must be technically feasible and Gallatin must have the capability.

3.10.1.2 If NTS has directly connected its facilities to a loop, GALLATIN will not perform routine testing of the loop for maintenance purposes. NTS will be required to perform its own testing and notify GALLATIN of service problems. The telephone number for facility-based repairs and maintenance is 1-800-238-3705, and the telephone number for questions concerning facility-based repairs 1-800-238-3705. GALLATIN will perform repair and maintenance once trouble is identified by NTS. If the loop is combined with dedicated transport, NTS will not have access to the loop in the Wire Center. In this case, GALLATIN will perform routine testing of the loop and perform repair and maintenance once trouble is identified.

3.10.1.3 All loop facilities provided by GALLATIN on the premises of NTS's end users, up to the network interface or demarcation point, are the property of GALLATIN. GALLATIN must have access to all such facilities for network management purposes. GALLATIN employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in conjunction with such purposes or, upon termination or cancellation of the loop, to remove such facility.

3.10.1.4 If NTS purchases loops that are conditioned to transmit digital signals, as part of that conditioning, GALLATIN will test the loop UNE and provide recorded test results to NTS. In maintenance and repair cases, if loop tests are performed, GALLATIN will provide any recorded readings to NTS at the time the trouble ticket is closed in the same manner as GALLATIN provides the same to itself and/or its end users.

3.10.1.5 When NTS provides its own loop and connects directly to GALLATIN's NID, GALLATIN does not have the capability to perform routine maintenance. NTS can perform routine maintenance via its loop and inform GALLATIN once the trouble has been isolated to the GALLATIN NID and GALLATIN will repair (or replace) the NID, or, at NTS's option, effect a NID-to-NID cross connection, using the GALLATIN NID only to gain access to the inside wire at the end user location.

3.11 Subloops.

NTS is responsible for all engineering requirements when provisioning service to an end user via Subloop UNEs. GALLATIN does not guarantee, nor is it responsible for, the end-to-end performance of the entire loop when GALLATIN provides only a portion of the loop. Furthermore, GALLATIN is responsible for maintenance on only the portion of the loop element that GALLATIN provides. GALLATIN will provide all Subloop UNEs to NTS in the same manner as GALLATIN provides such elements to itself per existing GALLATIN interface specifications, maintenance and administrative policies. NTS shall be responsible for all costs associated with the engineering of Subloops.

3.12 Loop Interference.

If NTS's deployment of service enhancing technology interferes with existing or planned service enhancing technologies deployed by GALLATIN or other CLECs in the same cable sheath, GALLATIN will so notify NTS and NTS will remove within two hours such interfering technology and shall reimburse GALLATIN for all costs and expenses incurred related to this interference.

4 Financial Matters.

4.1 Rates and Charges.

The monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") applicable for the UNEs, and related services made available under this Attachment are set forth in Appendix A attached hereto and made a part of this Attachment. Compensation arrangements for the exchange of switched traffic between NTS and GALLATIN when NTS uses a GALLATIN port, local switching and shared transport shall be as set forth in Appendix A.

4.2 Billing.

4.2.1 General. GALLATIN will utilize its own billing processes to produce the required bills for UNE services ordered. This includes NIDs, subloops, loops, ports, local switching, shared transport. Timing of messages applicable to GALLATIN's port and circuit switching UNEs (usage sensitive services) will be recorded based on originating and terminating access.

4.2.1.1 Outcollects. When a third party contractor provides Operator Service to the GALLATIN end office from which the resale line or UNE port are provisioned, NTS must contract with the Operator Services provider to get any EMR records which NTS may require.

4.3 Measurement of Terminating Usage.

Until such time as reliable practices are implemented for recording and measuring terminating local calls, the Parties agree to use factors to estimate terminating usage based on originating usage. Where originating usage cannot be measured, the Parties agree to use assumed minutes. The applicable factors and assumed minutes are set forth in Appendix A.

4.4 Switched Access Usage.

GALLATIN will provide NTS switched access usage records ("AURs") in EMI Category 11 format for those UNEs which contain this switched access usage component in a mutually agreeable format and defined frequency. NTS agrees to follow applicable industry standards for the meet-point billing of switched access usage as defined in MECAB.

4.5 Taxes.

If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, surcharge or fee and said law also provides an exemption procedure, then GALLATIN will not bill or collect such tax only if NTS: (i) furnishes GALLATIN with a completed copy of the taxing authority's exemption certificate specifically for NTS for the services to be purchased; and/or (ii) supplies GALLATIN with an indemnification agreement, acceptable to GALLATIN, which indemnifies GALLATIN for all costs that GALLATIN may incur if a taxing authority disallows the claimed exemption, including, but not limited to, all taxes, fines, penalties, interest and attorneys' fees, and holds GALLATIN harmless on an after-tax basis with respect to forbearing to collect such Tax. GALLATIN will bill NTS for all taxes that do not have a valid taxing authority exemption certificate on file.

APPENDIX A TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT
PRICES FOR UNBUNDLED NETWORK ELEMENTS
Recurring Charges

General. The rates contained in this Appendix A are the rates as defined in the UNE Attachment and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GALLATIN's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GALLATIN costs (including GALLATIN's interim Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. GALLATIN will offer unbundled loops and ports under the following conditions:

Loop Element

2-Wire Analog Loop (includes NID)	$17.93
2-Wire HDSL Capable Loop (includes NID)	$17.93
2-Wire ADSL Capable Loop (includes NID)	$17.93

Network Interface Device (leased separately)

Basic NID 1 Line	$ 1.09

Subloops	**TBD**
Intrabuilding Cabling	**TBD**
Signaling Network	**N/A**
Call Related Databases	**N/A**
Service Management Systems	**N/A**
Local Switching Port	**ICB**

Cross Connections (collocation)

DS-0 Electrical Cross Connection (Recurring)	$0.25
DS-1 Electrical Cross Connection (Recurring)	$1.00
DS-3 Electrical Cross Connection (Recurring)	$5.00

Multiplexing DS-3 to DS-1	**$275.00**
Multiplexing DS-1 to DS-0	**$225.00**

Entrance Facilities

DS-0	$ 25.00
DS-1	$ 125.00
DS-3	$1,800.00

Non-Recurring Charges ("NRCs") for Unbundled Services

Pre-ordering

CLEC Account Establishment Per CLEC	$200.00
Customer Record Search	$ 25.15
2 Wire Loop Qualifications:	
Removal of Bridge tap, less than 18Kft., (assumes that the load coil has been or does not need to be removed)	$ 79.99
Removal of Load Coil, less than 18 Kft.	$ 69.28
Removal of Load Coil, more than 18Kft. Add'l	$ 23.49

Ordering and Provisioning

2-Wire Loop:	
Service Order Charge	$ 25.15
Premise Visit Charge	$ 37.50
Central Office Connection Charge	$ 11.81
NID:	
ISO	$ 25.15
Outside Facility Connection	$ 42.69
Outside Plant Interconnection 4-wire	$43.65

Cross Connections

DS-0 Electrical Cross Connection (Non-Recurring)	$15.00
DS-1 Electrical Cross Connection (Non-Recurring)	$30.00
DS-3 Electrical Cross Connection (Non-Recurring)	$45.00

Multiplexing DS-3 to DS-1	$300.00
Multiplexing DS-1 to DS-0	$300.00

Entrance Facilities

DS-0	$ 275.00
DS-1	$ 350.00
DS-3	$2,500.00

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that NTS orders any service from this Agreement.

Customer Record Search applies when NTS requests a summary of the services currently subscribed to by the end user.

Ordering and Provisioning:

Initial Service Order ("ISO") applies per Local Service Request ("LSR").

Subsequent Service Order applies per LSR for modifications to an existing Port

Central Office Connection applies in addition to the ISO when physical installation is required at the central office.

Outside Plant Interconnection applies in addition to the ISO when incremental field work is required.

Conditioning applies, in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

Exhibit 2

Local Port Rates

Exchanges	Rate Band	Rate
Dixon	1	ICB
Galesburg	1	ICB
Pekin	1	ICB
Avon	2	ICB
Cameron	2	ICB
Forest City	2	ICB
Grand Detour	2	ICB
Green Valley	2	ICB
Harmon	2	ICB
Havana	2	ICB
Knoxville	2	ICB
Lacon	2	ICB
Manito	2	ICB
Mt. Carroll	2	ICB
Nelson	2	ICB
North Pekin	2	ICB
Savanna	2	ICB
South Pekin	2	ICB
Talbott	2	ICB
Thomson	2	ICB
Topeka	2	ICB
Wataga	2	ICB

EXHIBIT THREE

ISP DS-1 Local Traffic Arrangement

ISP DS-1 Local Traffic Arrangement is only available in the exchange(s) in which NTS is collocated. It is only provided to Enhances Service Providers for use in providing Dial-up facilities to ISP subscribers.

This service provides the equivalent of 24 digital trunks in with optional trunk hunting at no addition charge. The service includes the cross connects from Gallatin River's switch location to the interface point with NTS. It includes dial tone service. The service is a one-way service, for calls coming in from Gallatin River local telephone customers (and any other LEC customers in the local calling area) to NTS' ISP DS-1 Local Traffic Arrangement. No message unit credits will apply with this service.

The monthly recurring rate includes any required subscriber line charges but excludes any required state or federal universal service charges.

Rates:

Non-recurring Charge (new service)	$540.00
Records Change Only NRC (existing service)	$125.00
Monthly Recurring Charge	$360.00

COLLOCATION ATTACHMENT

1. General.

This Collocation Attachment ("Attachment"), together with Articles I, II and III (the "Agreement") to the extent not inconsistent herewith, sets forth the terms and conditions under which GALLATIN shall provide collocation services to NTS. Collocation provides, where technically feasible and where space is available, for access to GALLATIN's "Premises" for the purpose of interconnection for the exchange of traffic with GALLATIN and/or access to Unbundled Network Elements ("UNEs"). GALLATIN's Premises include GALLATIN's Wire Centers, access tandems, and other buildings or similar structures owned or leased by GALLATIN that house GALLATIN's network facilities. Collocation at GALLATIN's Premises shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GALLATIN shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility. As required by Applicable Law, GALLATIN shall also offer rates, terms and conditions for collocation services that are not expressly addressed in this Agreement or other GALLATIN tariffs on a Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements.

By agreeing to the terms of this Agreement for the collocation of any equipment hereunder: (i) GALLATIN does not waive, and expressly reserves, its rights to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; and (ii) GALLATIN does not intend to and, therefore, does not establish any precedent, waiver, course of dealing or in any way, evidence GALLATIN's position or intent with regard to future collocation requests.

2. Types of Collocation.

2.1 Caged.

A single caged arrangement is a form of caged collocation that allows a single competitive local exchange carrier ("CLEC") to lease caged floor space to house its equipment within GALLATIN Premises.

NTS has the option to build its collocation space by using Gallatin River – approved contractors. Any site preparation provided by Gallatin River Communications will be paid for by NTS based on the actual cost of the site preparation.

2.1.1 Shared (Subleased) Caged Collocation. NTS may allow other telecommunications carriers to share NTS's caged collocation arrangement pursuant to terms and conditions agreed to by NTS ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the Gallatin Premises is located within a leased space and Gallatin is prohibited by said lease from offering such an option. NTS shall notify Gallatin in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by NTS that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between Gallatin and NTS.

NTS, as the host CLEC shall be the sole interface and responsible Party to Gallatin for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are

fully complied with by the Guest, its employees and agents. Gallatin shall prorate the costs of the collocation space based on the number of collocators and the space used by each. NTS shall be the responsible party to Gallatin for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with Gallatin for the provision of the interconnecting facilities between Gallatin and Guest and for the provision of the services and access to unbundled network elements.

NTS shall indemnify and hold harmless Gallatin from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of NTS's Guests in the Collocation Space except to the extent caused by Gallatin's sole negligence, gross negligence, or willful misconduct

2.1.2 Cageless

Cageless collocation is a form of collocation in which CLECs can place their equipment in GALLATIN Premises. A cageless collocation arrangement allows a CLEC, using GALLATIN approved vendors, to install equipment in single bay increments. The equipment location will be designated by GALLATIN and will vary based on individual Premises configuration. NTS's equipment will not share the same bays as GALLATIN equipment, and NTS's equipment must adhere to industry specifications. Contiguous bays must be requested; however, contiguous bay locations will not be guaranteed.

2.2 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GALLATIN property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (i) space is legitimately exhausted in GALLATIN's Premises; and (ii) it is technically feasible to construct a hut or similar structure on GALLATIN property that adheres to local building codes, zoning requirements and GALLATIN building standards. NTS is responsible for complying with all zoning requirements, any federal, state or local regulation, ordinances and laws, and obtaining all associated permits. GALLATIN may, where required, participate in zoning approval and permit acquisitions. NTS may not take any action in establishing an adjacent structure that will force GALLATIN to violate any zoning requirements or any federal, state or local regulations, ordinances or laws.

Any construction by NTS on GALLATIN property must comply with GALLATIN's technical specifications as they relate to environmental safety and grounding requirements. GALLATIN will make available power and physical collocation services to NTS in the same non-discriminatory manner as it provides for its own remote equipment buildings ("REBs").

2.3 Virtual.

FCC 96-325, paragraph 559 – "Under virtual collocation, interconnectors are allowed to designate central office transmission equipment dedicated to their use, as well as to monitor and control their circuits terminating in the LEC central office. Interconnectors, however, do not pay for the incumbent's floor space under virtual collocation arrangements and have no right to enter the LEC central office. Under virtual collocation requirements, LECs must install, maintain, and repair interconnector-designated

equipment under the same intervals and with the same or better failure rates for the performance of similar functions for comparable LEC equipment."

2.3.1 Virtual collocation will be available to NTS at all GALLATIN Premises where technically feasible and where space is available. GALLATIN provides the means to interconnect, through an optical channel interface, to specified Access Service. The interconnection point for virtual collocation is the demarcation between ownership of the cable facilities.

2.3.2 GALLATIN will designate locations close to the GALLATIN Premises to be used as interconnection points for NTS's facilities. GALLATIN and NTS will work cooperatively to determine proper equipment and facilities requirements. NTS has the option of monitoring its equipment alarms or having GALLATIN monitor the equipment alarms.

2.3.3 GALLATIN will install, configure, maintain, and repair NTS's equipment. NTS is responsible for initiating requests for maintenance of NTS's facilities and terminating equipment. NTS will be able to do remote monitoring and will have remote control of its equipment alarms. This will be true as long as NTS equipment interfaces at the SONET level with GALLATIN's equipment.

2.3.4 If GALLATIN does not utilize the type of equipment installed for NTS, NTS will be solely responsible for all costs (including per diem if at vendor site) associated with training GALLATIN personnel on the configuration, configuration equipment, installation, specialized testing equipment, maintenance, monitoring and operation of the equipment, on-site or off-site.

2.3.5 NTS shall provide GALLATIN, and GALLATIN will hold on-site, the vendor's recommended spare card package for all equipment within the requested GALLATIN Premises. NTS shall also provide shipping containers with destination labels and postage paid for the card to be shipped. Upon the detection of a bad card, GALLATIN will replace such card with a spare card, and will arrange to tag and prepare the defective card for prompt shipment to NTS, and arrange for mailing the container as specified on the label. Upon receipt of the card by NTS, NTS shall replace the defective card as quickly as possible to ensure that a full complement of spares is on-site at all times.

2.4 Other.

Physical collocation of microwave transmission facilities will be permitted except where such collocation is not practical for technical reasons or because of space limitations. Requests are to be submitted via a BFR process.

3. Ordering.

3.1 Point of Contact.

GALLATIN will establish points of contact for NTS to contact to place a request for collocation. The point of contact will provide NTS with the Collocation Procedures, Definitions and Guidelines, which shall contain information and requirements, and an application form. Requests to change the type of collocation will require NTS to submit a new application form and applicable engineering fees.

3.2 Access Service Request ("ASR").

Upon notification of available space, NTS will be required to send a completed Access Service Request ("ASR") form to GALLATIN's ICSC Group's fax (919) 563-6700.

3.3 Augmentation.

All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC are considered augmentations. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

3.3.1 Major Augments of caged and cageless collocation arrangements are those requests that: (i) increases AC or DC power; (ii) add equipment that generates more BTU's of heat; or (iii) increases the caged floor space over what NTS requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.

3.3.2 Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (i) do not require additional DC and AC power; (ii) do not add equipment that generates more BTU's of heat; or (iii) do not increase the caged floor space, over what NTS requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for CLEC to CLEC Interconnects and DSO, DS1, DS3 and OCX facility terminations are included as Minor Augments. The installation of circuit cards for Virtual collocation is also included as a minor augment.

Minor Augments that do not require a fee are those augments performed solely by NTS, that do not require GALLATIN to provide a service or function on behalf of NTS including, but not limited to, requests to install additional equipment in NTS's collocation space. Prior to the installation of the additional equipment, NTS agrees to provide GALLATIN an application form with an updated equipment listing that includes the new equipment to be installed in NTS's collocation area. Once the updated equipment list is submitted to and approved by GALLATIN, NTS may proceed with the augment. NTS agrees that changes in equipment provided by NTS under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to GALLATIN inspection, in accordance with the term of this contract for the purpose of ensuring compliance with GALLATIN and Industry safety standards.

4.0 Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and applicable non-recurring charges ("NRCs"), GALLATIN will plan and coordinate the installation and operation as stated in the collocation procedures.

3.1 Power.

Gallatin shall make available –48 Volt (-48V) DC power for NTS's Collocation Space at a Gallatin Power Board or Gallatin Battery Distribution Fuse Bay ("BDFB") at NTS's option within the premises.

4.2.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon

the Gallatin Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to NTS's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by NTS's Gallatin Certified Supplier. When obtaining power from a Gallatin power board, power cables (A&B) must be engineered (sized), and installed by NTS's Gallatin Certified power Supplier. NTS is responsible for contracting with a Gallatin Certified Supplier for power distribution feeder cable runs from a Gallatin BDFB or power board to NTS's equipment. Determination of the Gallatin BDFB or Gallatin power board as the power source will be made at Gallatin's sole, but reasonable, discretion. The Gallatin Certified Supplier contracted by NTS must provide Gallatin a copy of the engineering power specification prior to the day on which NTS's equipment becomes operational ("Commencement Date"). Gallatin will provide the common power feeder cable support structure between the Gallatin BDFB or power board and NTS's arrangement area. NTS shall contract with a Gallatin Certified Supplier who will be responsible for the following: dedicated power cable support structure within NTS's arrangement; power cable feeds; terminations of cable. Any terminations at a Gallatin power board must be performed by a Gallatin Certified power Supplier. NTS shall comply with all applicable National Electric Code (NEC), Telcordia (BellCore) and ANSI Standards regarding power cabling.

4.2.2 If Gallatin has not previously invested in power plant capacity for collocation at a specific site, NTS has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a Gallatin Certified Supplier who shall comply with Gallatin's guidelines and specifications. Where the addition of NTS's dedicated power plant results in construction of a new power plant room, upon termination of NTS's right to occupy collocation space at such site, NTS shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

4.2.3 If NTS elects to install its own DC Power Plant, Gallatin shall provide AC power to feed NTS's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a Gallatin service panel, protection devices and power cables must be engineered (sized), and installed by NTS's Gallatin Certified Supplier except that Gallatin shall engineer and install protection devices and power cables for Adjacent Collocation. NTS's Gallatin Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At NTS's option, NTS

may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

4.2.4 Timing. GALLATIN shall use its best efforts to minimize the additional time required to condition collocation space and will inform NTS of the time estimates as soon as possible. GALLATIN shall complete delivery of the floor space to NTS within eighty (80) business days of receipt of fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are feasible. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to NTS beginning the installation of its equipment in a cage, bay, cabinet, or outside Facility, NTS and GALLATIN must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by NTS, billing will be initiated, access cards and/or keys will be issued pursuant to NTS meeting the GALLATIN security requirements and NTS may begin installation of its equipment.

4.3 Equipment and Facilities.

4.3.1.1.1 Purchase of Equipment. NTS will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. GALLATIN is not responsible for the design, engineering, or performance of NTS's equipment and provided facilities for collocation.

4.3.1.1.2 Permissible Equipment. NTS is permitted to place in its collocation space only equipment that is used for interconnection or access to UNEs. NTS shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to UNEs. NTS may place in its caged collocation space ancillary equipment, such as cross connect frames and metal storage cabinets. Metal storage cabinets must meet the requirements as set forth in Industry standards.

4.3.1.1.3 Specifications. NTS's facilities shall not physically, electronically or inductively interfere with or impair the service of GALLATIN's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All NTS equipment used for collocation must be tested to, and must meet: (i) the NEBS safety requirements as described by Telcordia per FCC Order 99-48, paragraph 35 and FCC Order 00-297, paragraph 54, and (ii) be tested to any additional risk/safety/hazard criteria that may be specified in Industry standards. Any NTS equipment that does not conform to requirement (i) may not be installed on GALLATIN property. A cabinet may be used to mitigate deficiencies identified in requirement (ii). NTS must submit a copy of the equipment certification for the cabinet with the equipment loaded. GALLATIN reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with the applicable NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE).

4.3.1.1.4 Cable. NTS is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.), to ensure adequate shielding. NTS must follow the requirements as set forth in Industry standards to reduce the possibility of interference. NTS is responsible for providing fire retardant riser cable that meets Industry standards. GALLATIN is responsible for placing NTS's fire

retardant riser cable from the cable vault to the collocation space in GALLATIN Premises. GALLATIN is responsible for installing NTS provided fiber optic cable in the cable space or conduit from the first manhole/handhole outside of the GALLATIN Premises into the GALLATIN Premises. This may be shared conduit with dedicated inner duct. If NTS provides its own fiber optic facility, then NTS shall be responsible for bringing its fiber optic cable to the GALLATIN Premises manhole.

4.3.1.1.5 Manhole/Splicing Restrictions. GALLATIN reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. NTS will not be permitted to splice fiber optic cable in the first manhole outside of the GALLATIN Premises. Where NTS is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GALLATIN to be pulled through the GALLATIN Premises to NTS's collocation space. GALLATIN is responsible for installing a cable splice, if necessary, where NTS provided fiber optic cable meets Industry standards within the GALLATIN Premises cable vault or designated splicing chamber. GALLATIN will provide space and racking for the placement of an approved secured fire retardant splice enclosure within the vault.

4.3.1.1.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where NTS-owned cable facilities connect to GALLATIN termination equipment. The demarcation point for NTS is NTS's terminal equipment or interconnect/cross connect panel within NTS's cage, bay/frame or cabinet. NTS must tag all entrance facilities to indicate ownership. NTS will not be allowed access to GALLATIN's DSX line-ups, Main Distribution Frame ("MDF") or any other GALLATIN facility termination points. The DSX and MDF are to be considered GALLATIN demarcation points only. Only GALLATIN employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits. GALLATIN shall have the right to require NTS to terminate its facilities onto a Point of Termination ("POT") Bay.

4.3.1.1.7 Staging Area. For caged and cageless collocation arrangements, NTS shall have the right to use a designated staging area, a portion of the GALLATIN Premises and loading areas, if available, on a temporary basis during NTS's equipment installation work in the collocation space. NTS is responsible for protecting GALLATIN's equipment and GALLATIN Premises walls and flooring within the staging area and along the staging route. NTS will meet all requirements as set forth in Industry standards for fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GALLATIN in an acceptable condition upon completion of the installation work. NTS may also utilize a staging trailer, which can be located on the exterior premises of GALLATIN Premises, if allowed by local ordinances, etc. GALLATIN may assess NTS a market value lease rate for the area occupied by the trailer.

4.3.1.1.8 Poles, Ducts, Conduits and Rights-of-Way. To the extent required by the Telecommunications Act of 1996 (the "Act"), GALLATIN and NTS shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if GALLATIN and NTS desire access to the other Party's poles, ducts, or ROWs, GALLATIN and NTS shall adhere to the terms and conditions of the other Party's applicable tariffs. NTS agrees that pole

attachment and conduit occupancy agreements must be executed separately before it makes any attachments to GALLATIN facilities or uses GALLATIN's conduit. Should NTS attempt to make any such attachments to GALLATIN's facilities or to use GALLATIN's conduit without first entering into such separate agreements, as applicable, then such actions shall constitute a breach of this Agreement.

4.3.1.1.9 Business Line. If NTS requires a business (B1) line in its collocation space, NTS will be responsible for ordering the B1 line and paying the non-recurring and monthly recurring charges for the line.

4.3.1.1.10 BITS Clock. Gallatin will provide the type of BITS Timing it utilizes.

4.3.1.1.11 Testing. Upon installation of NTS's equipment, and with prior notice, GALLATIN will schedule time to work with NTS during the turn-up phase of the equipment to ensure proper functionality between NTS's equipment and the connections to GALLATIN's equipment. The time period for this to occur will correspond to GALLATIN's maintenance window installation requirements. It is solely the responsibility of NTS to provide its own monitor and test points, if required, for connection directly to its terminal equipment.

4.3.1.1.12 Collocator to Collocator Interconnect Arrangements. GALLATIN shall provide, upon NTS's request, a Collocator to Collocator Interconnect arrangement between NTS's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, NTS must submit an Application Form, an ASR and a Minor Augment fee. GALLATIN will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route. NTS will be required to pay for any installation or equipment charges. NTS has the option of providing all cables and connectors and the option of pulling the cables for the Collocator to Collocator Interconnect arrangement. If GALLATIN provides the cables and connectors and/or pulls the cable, the applicable cable and labor rates will be applied.

4.4 Access to Collocation Space.

GALLATIN will permit NTS's employees, agents, and contractors approved by GALLATIN to have direct access to NTS's collocated equipment twenty-four (24) hours a day, seven (7) days a week. NTS's employees, agents, or contractors must comply with the requirement as set forth in Industry standards pertaining to fire, safety, and security. GALLATIN reserves the right, with twenty-four (24) hours prior notice to NTS, to access NTS's collocated partitioned space to perform periodic inspections to ensure compliance with GALLATIN installation, safety and security practices. Where NTS shares a common entrance to the GALLATIN Premises with GALLATIN, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, GALLATIN reserves the right to permanently remove and/or deny access from GALLATIN Premises to any NTS employee, agent or contractor who violates GALLATIN's policies, work rules or business conduct standards, or otherwise poses a security risk to GALLATIN.

4.5 Network Outage, Damage and Reporting.

NTS shall be responsible for: (i) any damage or network outage occurring as a result of NTS owned or NTS designated termination equipment in GALLATIN Premises; (ii) providing trouble report status when requested; (iii) providing a contact number that is

readily accessible twenty-four (24) hours a day, seven (7) days a week; (iv) notifying GALLATIN of significant outages which could impact or degrade GALLATIN's switches and services and provide estimated clearing time for restoral; and (v) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to NTS service.

GALLATIN will make every effort to contact NTS in the event NTS's equipment disrupts the network. If GALLATIN is unable to make contact with NTS, GALLATIN shall obtain access to NTS's equipment as provided in Section 4.7 and disconnect NTS's service. Collocation shall be reconnected upon resolution of the problem as agreed by Gallatin and NTS and NTS shall pay all applicable reconnection charges.

4.6 Security Requirements.

4.6.1 Background Tests; Training. All employees, agents and contractors of NTS must meet certain minimum requirements as established in Industry Standards. At the time NTS places the ASR for collocation, or as soon as reasonably practicable thereafter, NTS must submit to GALLATIN's CLEC Contact for prior approval, the background investigation certification form provided by the contact for all employees, agents and contractors that will require access to GALLATIN Premises. NTS agrees that its employees/vendors with access to GALLATIN Premises shall at all times adhere to the rules of conduct established by GALLATIN for the GALLATIN Premises and GALLATIN's personnel and vendors. GALLATIN reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GALLATIN's network or facilities, or to comply with applicable laws and regulations. Where applicable, GALLATIN will provide information to NTS on the specific type of security training required so NTS's employees can complete such training at NTS's expense.

4.6.2 Security Standards. GALLATIN will be solely responsible for determining the appropriate level of security in each GALLATIN Premises. GALLATIN reserves the right to deny access to GALLATIN buildings and/or outside Facility structures for any NTS employee, agent or contractor. Employees, agents or contractors of NTS are required to meet the same security requirements and adhere to the same work rules that GALLATIN's employees and contractors are required to follow. GALLATIN also reserves the right to deny access to GALLATIN buildings and/or outside Facility structures for NTS's employee, agent and contractor for falsification of records, violation of Industry standards pertaining to fire, safety or security practices and policies or other just cause. GALLATIN may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GALLATIN.

4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than six (6) individuals of NTS for each GALLATIN Premises for the purpose of installation, maintenance and repair. Requests for more than six (6) access cards or keys must be submitted to GALLATIN and approved by the GALLATIN CLEC Contact. All NTS employees, agents and contractors requesting access to the GALLATIN Premises are required to have a photo identification card, which identifies the person by name and the name of NTS. The ID must be worn on the individual's exterior clothing while on or at GALLATIN Premises. GALLATIN will provide NTS with instructions and necessary access cards or keys to obtain access to GALLATIN buildings and/or outside Facility structures. NTS is required to immediately notify GALLATIN by the most expeditious means, when

any NTS's employee, agent or contractor with access privileges to GALLATIN buildings and/or outside Facility structures is no longer in NTS's employ, or when keys, access cards or other means of obtaining access to GALLATIN buildings and/or outside Facility structures are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. NTS is responsible for the immediate retrieval and return to GALLATIN of all keys, access cards or other means of obtaining access to GALLATIN buildings and/or outside Facility structures upon termination of employment of NTS's employee and/or termination of service. NTS shall be responsible for the cost of original access cards and/or keys as well as the cost of replacement of keys, access cards or other means due to lost, stolen or failure of NTS or NTS's employee, agent or contractor to return access devices to GALLATIN.

4.7 Emergency Access.

NTS is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. NTS will provide access to its collocation space at all times to allow GALLATIN to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GALLATIN regulations and standards related to fire, safety, health and environment safeguards. GALLATIN will attempt to notify NTS in advance of any such emergency access. If advance notification is not possible, GALLATIN will provide notification of any such entry to NTS as soon as possible following the entry, indicating the reasons for the entry, and any actions taken which might impact NTS's facilities or equipment and its ability to provide service, up to and including disconnection of NTS equipment. GALLATIN will restrict access to NTS's collocation space to persons necessary to handle such an emergency. GALLATIN reserves the right, without prior notice, to access NTS's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by NTS or NTS's equipment to the operation of GALLATIN's equipment, facilities and/or employees located outside NTS's collocation space. GALLATIN will notify NTS as soon as possible when such an event has occurred. In case of a GALLATIN work stoppage, NTS's employees, contractors or agents will comply with the emergency operation procedures established by GALLATIN. Such emergency procedures should not directly affect NTS's access to its Premises, or ability to provide service. NTS will notify the GALLATIN point of contact of any work stoppages by NTS employees.

4.8 Expansion.

GALLATIN will not be required to construct additional space to provide for NTS collocation when available space has been exhausted. Where NTS seeks to expand its existing collocation space, GALLATIN shall make contiguous space available to the extent possible; provided, however, GALLATIN does not guarantee contiguous space to NTS to expand its existing collocation space. NTS requests for expansion of existing space within specific GALLATIN Premises will require the submission of an application form and the appropriate fee.

4.9 Relocation.

NTS requests for relocation of the termination equipment from one location to a different location within the same GALLATIN Premises will be handled on an ICB basis. NTS will be responsible for all costs associated with the relocation of its equipment. If GALLATIN requires NTS to relocate its equipment, relocation costs will be NTS's responsibility.

5.0 Space Requirements.

5.1 Space Availability.

GALLATIN shall permit NTS to secure collocation space on a first-come, first-serve basis upon GALLATIN's receipt of fifty percent (50%) of the applicable NRCs described in the GALLATIN Collocation Procedures, Definitions and Guidelines. If GALLATIN is unable to accommodate caged and cageless collocation requests at a GALLATIN Premises due to space limitations or other technical reasons, GALLATIN will post a list of all such sites and will update the list within ten (10) calendar days of the date at which GALLATIN Premises are out of caged and cageless collocation space.

Minimum/Maximum/Additional Space.

The minimum amount of floor space available to NTS at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific GALLATIN Premises to NTS will be limited to the amount of existing suitable space, which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a GALLATIN Premises, which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where available. Additional space can be requested by NTS by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix. GALLATIN will not be required to lease additional space when available space has been exhausted. GALLATIN will permit collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible.

5.2 Use of Space.

GALLATIN and NTS will work cooperatively to determine proper space requirements and efficient use of space. In addition to other applicable requirements set forth in this Agreement, NTS shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GALLATIN's Premises. NTS shall use the collocation space solely for the purposes of installing, maintaining and operating NTS's equipment to interconnect for the exchange of traffic with GALLATIN and/or for purposes of accessing UNEs. NTS shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GALLATIN. The collocation space may not be used for administrative purposes and may not be used as NTS's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as NTS's mailing or shipping address.

5.3 Reservation of Space.

GALLATIN reserves the right to manage its Premises conduit requirements and to reserve vacant space for planned facility. GALLATIN will retain and reserve a limited amount of vacant floor space within its Premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a GALLATIN Premises is reserved for GALLATIN's own specific future use, the GALLATIN Premises will be exempt from future caged and cageless collocation requests. NTS shall not be permitted to reserve Premises cable space or conduit system. If new conduit is required, GALLATIN will negotiate with NTS to determine an alternative arrangement for the specific location. NTS will be allowed to reserve collocation space for its caged/cageless

arrangements based on NTS's documented forecast provided GALLATIN and subject to space availability. Such forecasts must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GALLATIN seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used for the purpose of storing NTS equipment.

5.4 Collocation Space Report.

Upon request by NTS and upon NTS signing a collocation nondisclosure agreement, GALLATIN will make available a collocation space report with the following information for the GALLATIN Premises requested:

Amount of caged and cageless collocation space available;

Number of telecommunications carriers with existing collocation arrangements;

Modifications of the use of space since the last collocation space report requested; and,

Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific GALLATIN Premises in order to determine collocation space availability for the GALLATIN Premises. The collocation space report will be provided to NTS within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee contained in Appendix A will be assessed per request and per GALLATIN Premises.

5.5 Reclamation.

Upon approval of an application, NTS must start installing equipment approved for collocation at GALLATIN Premises within a reasonable period of time, not to exceed six (6) months from the date NTS accepts the collocation arrangement. If NTS does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4 to the extent applicable, GALLATIN may reclaim the unused collocation space to accommodate another CLEC's request or GALLATIN's future space requirements. GALLATIN shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GALLATIN will reimburse NTS for reasonable direct costs and expenses in connection with such reclamation. GALLATIN will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

The rates for GALLATIN's collocation services provided pursuant to this Agreement are set forth in Appendix A attached hereto. Not withstanding anything in this Agreement to the contrary, the rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GALLATIN may file a state tariff, which contains rates that, per Commission Order, supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application

of the final rates, are different than the rates in Appendix A, the final rates will be applied prospectively.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to NTS when GALLATIN provides NTS access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Taxes.

If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, surcharge or fee and said law also provides an exemption procedure, then GALLATIN will not bill or collect such tax only if NTS: (i) furnishes GALLATIN with a completed copy of the taxing authority's exemption certificate specifically for NTS for the services to be purchased; and/or (ii) supplies GALLATIN with an indemnification agreement, acceptable to GALLATIN, which indemnifies GALLATIN for all costs that GALLATIN may incur if a taxing authority disallows the claimed exemption, including, but not limited to, all taxes, fines, penalties, interest and attorneys' fees, and holds GALLATIN harmless on an after-tax basis with respect to forbearing to collect such Tax. GALLATIN will bill NTS for all taxes that do not have a valid taxing authority exemption certificate on file.

7.0 Casualty.

If the collocation equipment location in GALLATIN's Premises is rendered wholly unusable through no fault of NTS, or if the GALLATIN Premises shall be so damaged that GALLATIN shall decide to demolish it, rebuild it, or abandon (whether or not the demised GALLATIN Premises are damaged in whole or in part), then, in any of such events, GALLATIN may elect to terminate the collocation arrangements in the damaged building or outside Facility structure by providing written notification to NTS as soon as practicable but no later than one hundred eighty (180) calendar days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) calendar days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this Agreement. NTS shall forthwith quit, surrender and vacate the GALLATIN Premises without prejudice. Unless GALLATIN shall serve a termination notice as provided for herein, GALLATIN shall make the repairs and restorations with all reasonable expediency, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GALLATIN's reasonable control. After any such casualty, NTS shall cooperate with GALLATIN's restoration by removing from the collocation space, as promptly as reasonably possible, all of NTS's salvageable inventory and movable equipment, furniture and other property. GALLATIN will work cooperatively with NTS to minimize any disruption to service, resulting from any damage. GALLATIN shall provide written notification to NTS detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GALLATIN's rights and remedies against NTS in effect prior to such termination, and any fees owing, shall be paid up to such date.

8. Termination of Service.

8.1 Grounds for Termination.

GALLATIN's obligation to provide collocation is contingent upon NTS's compliance with the terms and conditions of this Attachment and other applicable requirements of this

Agreement including, without limitation, GALLATIN's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of NTS to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GALLATIN also reserves the right to terminate such services upon thirty (30) calendar days notice in the event NTS: (i) is not in conformance with GALLATIN or Industry standards and requirements; and/or (ii) imposes continued disruption and threat of harm to GALLATIN employees and/or network, or GALLATIN's ability to provide service to other CLECs.

8.2 Effects of Termination.

Upon the termination of collocation service, NTS shall disconnect and remove its equipment from the designated collocation space. GALLATIN reserves the right to remove NTS's equipment if NTS fails to remove and dispose of the equipment within the thirty (30) calendar days of discontinuance. NTS will be charged the appropriate additional labor charge in Appendix A of this attachment for the removal of such equipment. Upon removal by NTS of all its equipment from the collocation space, NTS will reimburse GALLATIN for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the labor charges rate set forth in Appendix A. Upon termination of collocation services, NTS relinquishes all rights, title and ownership of cable to GALLATIN.

9. Responsibility of GALLATIN.

9.1 GALLATIN will provide at least two separate points of entry to the GALLATIN Premises where there are two entry points for GALLATIN cable facilities, with the exception of situations where one entry of a two entry office is filled to capacity.

9.2 GALLATIN will not purchase NTS designated termination equipment from a vendor for NTS's use.

9.3 GALLATIN will coordinate with NTS to ensure that services are installed in accordance with the service request. If GALLATIN fails to install such equipment in accordance with the service request, GALLATIN will correct the installation at its own expense.

10. Rights of GALLATIN.GALLATIN retains ownership of GALLATIN Premises floor space and equipment.

10.1 GALLATIN reserves the right to refuse use of NTS's equipment or NTS's designated termination equipment that does not meet network reliability standards and fire and safety codes.

10.2 GALLATIN reserves the right, with five days' prior notice, to access the partitioned space to perform periodic inspections to ensure compliance with GALLATIN installation, safety and security practices.

10.3 GALLATIN reserves the right to remove and dispose of NTS's collocation equipment on physical arrangements if NTS fails to remove and dispose of the equipment within the 30-day period following discontinuance of service whether the discontinuance was ordered by NTS, or by GALLATIN in accordance with the GALLATIN FCC Tariff for Access Service. NTS will be charged the appropriate Labor charges for the removal and disposal of such equipment. Gallatin will be entitled to recover from the disposal of equipment the costs of any debt associated with this agreement.

10.4 GALLATIN reserves for itself and its successors and assignees, the right to utilize the

GALLATIN Premises space in such a manner as will best enable it to fulfill GALLATIN's service requirements.

11. Responsibility of NTS.

11.1 NTS is responsible for coordinating with GALLATIN to ensure that services are installed in accordance with the service request. NTS agrees to meet with GALLATIN, if requested by GALLATIN, to review design and work plans for installation of NTS designated equipment within GALLATIN premises.

11.2 In the event of a GALLATIN work stoppage, NTS's employees, contractors or agents will comply with the emergency operation procedures established by GALLATIN. Such emergency procedures should not directly impact NTS's access to its premises, or ability to provide service.

11.3 NTS will provide access to the partitioned space at all times to allow GALLATIN to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA regulations and standards related to fire, safety, health and environment safeguards. GALLATIN will attempt to notify NTS in advance of any such emergency access. If advance notification is not possible, GALLATIN will provide notification of any such entry to NTS as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact NTS's facilities or equipment and its ability to provide service. GALLATIN will restrict access to NTS's cage to persons necessary to handle such an emergency.

11.4 NTS's employee, agent or contractor with access to a GALLATIN Premises shall adhere at all times to all applicable laws, regulations and ordinances and to rules of conduct established by GALLATIN for the Premises and GALLATIN's employees, agents and contractors. GALLATIN reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GALLATIN network or facilities or to comply with applicable laws and regulations. GALLATIN will provide written notification 30 days in advance of such changes.

11.5 NTS is responsible for payment of all charges as set forth in Section 2.4 of the GALLATIN FCC Tariff for Access Service. Disputed bills will be subject to provisions in Section 2.4 of the GALLATIN FCC Tariff for Access Service. Failure to make payment will result in disconnection of service in accordance with Section 2 of the GALLATIN FCC Tariff of Access Service or a deposit payment pursuant to Article II, Section 4.3.2.

11.6 NTS will be responsible to obtain appropriate insurance coverage, including but not limited to, fire, theft, and liability as described in Article III, Section 2.3. NTS must provide GALLATIN with a certificate of insurance.

11.7 NTS will be held liable for the actions and inactions of its employees, vendors or contractors having access to GALLATIN Premises.

12 Claims and Demands for Damage.

12.1 NTS shall defend, indemnify and save harmless GALLATIN from and against any and all suits, claims and demands by third persons caused by, arising out of, or in any way related to the installation, maintenance, repair, replacement, presence, use or removal of NTS's equipment or by the proximity of such equipment to the equipment of other parties occupying space in

GALLATIN's Premises or caused by, arising out of, or in any way related to, NTS's failure to comply with any of the terms of GALLATIN FCC Tariff for Access Service.

13 Limitations.

13.1 All NTS's facilities must terminate on GALLATIN equipment.

13.2 NTS shall not assign, sublease, rent or share with or without charge, partitioned space with another CLEC without prior approval.

13.3 Other than marking equipment for identification purposes, NTS shall not paint or affix any signs, posters, advertisements or notices on any portion of, or any equipment located in, GALLATIN Premises.

13.4 NTS may use cellular telephones within the GALLATIN Premises so long as the GALLATIN Premises does not contain microwave radio equipment. NTS may order local exchange business service to be installed within NTS's partitioned space.

14 Confidentiality.

NTS shall hold in confidence all information of a competitive nature provided to NTS by GALLATIN in connection with collocation or known to NTS as a result of NTS's access to GALLATIN's Premises or as a result of the interconnection of NTS's equipment to GALLATIN's facilities. Similarly, GALLATIN shall hold in confidence all information of a competitive nature provided to it in connection with collocation or known to GALLATIN as a result of the interconnection of NTS's equipment to GALLATIN's facilities. Such information is to be considered proprietary and shared within GALLATIN on a need to know basis only. Neither GALLATIN or NTS shall be obligated to hold in confidence information that: (i) was already known to NTS free of any obligation to keep such information confidential; (ii) was or becomes publicly available by other than unauthorized disclosure; or (iii) was rightfully obtained from a third party not obligated to hold such information in confidence.

15. Miscellaneous.

GALLATIN retains ownership of GALLATIN Premises floor space, adjacent land and equipment used to provide all forms of collocation. GALLATIN reserves for itself and its successors and assignees, the right to utilize the GALLATIN Premises' space in such a manner as will best enable it to fulfill GALLATIN's service requirements. NTS does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GALLATIN's Premises Facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that NTS requires use of a GALLATIN local exchange line, NTS must order a business local exchange access line (B1). NTS may not use GALLATIN official lines.

16. NTS is responsible for disposal of their own trash (refuse) and for their own containers.

APPENDIX A
COLLOCATION RATES

CAGED COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
Application Fee		NRC	$3348.15
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	$1,169.68
Minor Augment Fee	per occurrence	NRC	$199.42
Access Card Administration (New/Replacement)	per card	NRC	$22.88
Site Preparation Charge			
Initial 100 Square Feet (included in application fee)	per sq ft	NRC	N/A
Incremental - Over 100 Square Feet	per sq ft	NRC	30.00
Cable Racking – Dedicated			
Engineering	per project	NRC	$78.19
Installation and Materials – Racking	per linear foot	NRC	$34.42
Cage Enclosure			
Cable Fencing	per sq. ft. fencing	NRC	$8.09
Cage Gate	per gate	NRC	$458.72
Cage Grounding Bar	per bar	NRC	$1,420.59
DC Power Facility			
Termination	per pwr run	NRC	$66.56
Power Cable Pull – Labor	per linear foot	NRC	$11.09
Engineering	per project	NRC	$78.19
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.36
Pull Cable	per linear foot	NRC	$0.93
Cable Fire Retardant	per occurrence	NRC	$44.37
Fiber Cable Splice	per fiber	NRC	$49.33
Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$1.11
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	$4.44
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	$1.11
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$1.11
Per Termination (Unconnectorized)	per DS3	NRC	$11.09
BITS Timing			
Engineering Costs	per project	NRC	$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.25

CAGED COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Monthly Recurring Prices			
Cage Floor Space including Shared Access Area	1 sq ft	MRC	7.50
Cable Space (Conduit Space)			
Manhole	per project	MRC	$4.89
Conduit	per linear foot	MRC	$0.37
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	per amp	MRC	$9.00
Facility Termination			
DSO Cable – Material	per 100 pr.	MRC	$3.13
DS1 Cable – Material	per 28 pr.	MRC	$12.34
DS3 Cable – Material	per DS3	MRC	$16.11
Cable Vault Splice			
Fiber Cable - 48 fiber			
Material	per splice	MRC	$8.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$24.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack – Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable - Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.06

Misc.

Access/Security system upgrade: Should the system require upgrading, GRC will work with NTS to determine the fair and reasonable portion of the incremental expenditures required. Should an additional CLEC require access, then a fair and incremental assessment of any upgrade expenditure shall be made to that other CLEC, to include a partial credit to NTS.

AC Power:

Access to AC power will be for 110/130 VAC, not to exceed 15 Amps per unit:	MRC	$7.00
	NRC	N/A
If not available	NRC	TDB

CAGELESS COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Non-Recurring Prices			
Application Fee		NRC	$3348.15
Engineering Costs			
Engineering Fee	per occurrence	NRC	$1,169.68
Augment/Change Current Svc Arrangements	per occurrence	NRC	$199.42
Access Card Administration (New/Replacement)	per card	NRC	$22.88
Cageless Site Preparation Charge	1st bay	NRC	included
Cable Racking – Dedicated			
Engineering	per project	NRC	$78.19
Installation and Materials - Racking	per linear foot	NRC	$34.42
DC Power Facility			
Termination	per pwr run	NRC	$66.56
Power Cable Pull - Labor	per linear foot	NRC	$11.09
Engineering	per project	NRC	$78.19
Fiber Cable Pull			
Engineering Costs	per project	NRC	$606.30
Place Innerduct	per linear foot	NRC	$1.36
Pull Cable	per linear foot	NRC	$0.93
Cable Fire Retardant	per occurrence	NRC	$44.37
Fiber Cable Splice	per fiber	NRC	$49.33
Facility Pull			
Engineering Costs	per project	NRC	$33.82
Per Foot Pull (labor)-DSO,DS1,DS3 or Fiber	per linear foot	NRC	$1.11
Per DSO Cable Termination (Connectorized)	per 100 pr	NRC	$4.44
Per DS1 Cable Termination (Connectorized)	per 28 pr	NRC	$1.11
Per DS3 (coaxial) Termination			
Per Termination (Preconnectorized)	per DS3	NRC	$1.11
Per Termination (Unconnectorized)	per DS3	NRC	$11.09
BITS Timing			
Engineering Costs	per project	NRC	$34.93
Material Cost and Pull Shielded Cable	per linear foot	NRC	$1.25
Monthly Recurring Prices			
Relay Rack Floor Space including Shared Access Area	per linear foot	MRC	$11.59
Cabinet Floor Space including Shared Access Area	per linear foot	MRC	$15.68
Cable Space			
Conduit Space			
Manhole	per project	MRC	$4.89
Conduit	per linear foot	MRC	$0.37
DC Power Facility and Utility			
Utility, Power Supply, Fuse Panels and Fuses	40 amps	MRC	$612.87

CAGELESS COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Facility Termination			
DSO Cable – Material	per 100 pr.	MRC	$3.13
DS1 Cable – Material	per 28 pr.	MRC	$12.34
DS3 Cable – Material	per DS3	MRC	$16.11
Cable Vault Splice			
Fiber Cable - 48 fiber			
Material	per splice	MRC	$8.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Fiber Cable - 96 fiber			
Material	per splice	MRC	$24.66
Space Utilization in Cable Vault	per subduct	MRC	$0.82
Cable Rack – Common			
Metallic DSO Cable - Space Utilization	per linear foot	MRC	$0.01
Metallic DS1 Cable - Space Utilization	per linear foot	MRC	$0.01
Fiber Cable – Space Utilization	per innerduct ft.	MRC	$0.01
BITS Timing	per port	MRC	$9.06

MISCELLANEOUS COLLOCATION RATES			
Elements	**Increment**	**NRC / MRC**	**Rate**
Labor:			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
Labor Rates:			
Basic Time, Business Day, Per Technician			
First Half Hour or Fraction Thereof		NRC	$40.00
Each Additional Half Hour or Fraction Thereof		NRC	$25.00
Overtime, Outside the Business Day			
First Half Hour or Fraction Thereof		NRC	$50.00
Each Additional Half Hour or Fraction Thereof		NRC	$35.00
Prem.Time,Outside Business Day, Per Tech			
First Half Hour or Fraction Thereof		NRC	$60.00
Each Additional Half Hour or Fraction Thereof		NRC	$50.00
GALLATIN Provided Cable Rates:			
Facility Cable			
DSO Cable (Connectorized) 100 pair	100 ft.	NRC	$157.69
DS1 Cable (Connectorized)	100 ft.	NRC	$165.77
DS3 Coax Cable	per linear foot	NRC	$0.42
Shielded Cable (Orange jacket)	per linear foot	NRC	$0.16
Power Cable			
Wire Power 1/0	per linear foot	NRC	$0.77
Wire Power 2/0	per linear foot	NRC	$1.11
Wire Power 3/0	per linear foot	NRC	$1.24
Wire Power 4/0	per linear foot	NRC	$1.52
Wire Power 350 MCM	per linear foot	NRC	$2.60
Wire Power 500 MCM	per linear foot	NRC	$3.63
Wire Power 750 MCM	per linear foot	NRC	$5.58
Wire Ground #6	per linear foot	NRC	$0.15
Collocation Space Report	per Premises	NRC	$750.00